HORNBLOW, CARRAN, KURTA & BELL
BARRISTERS & SOLICITORS

BRUCE MILES CARRAN LL.B.
LEON MARIAN KURTA LL.B.
KEVIN JOSEPH BELL LL.B.
RICHARD WILLIAM PERRY B.A., LL.B.
PETER BRUCE MARRIOTT LL.B.
MICHAEL JOHN HAY, LL.B.

Consultant Partners:
JEREMY BLAKE-PALMER B.A., LL.B.
ALEXANDER SZAKATS
DR. JUR., DR. POL. (BUDAPEST), LL.B.

TELEPHONE: (04) 722-165
G.P.O. Box 20
AND Box 608
C.D.E. 8056

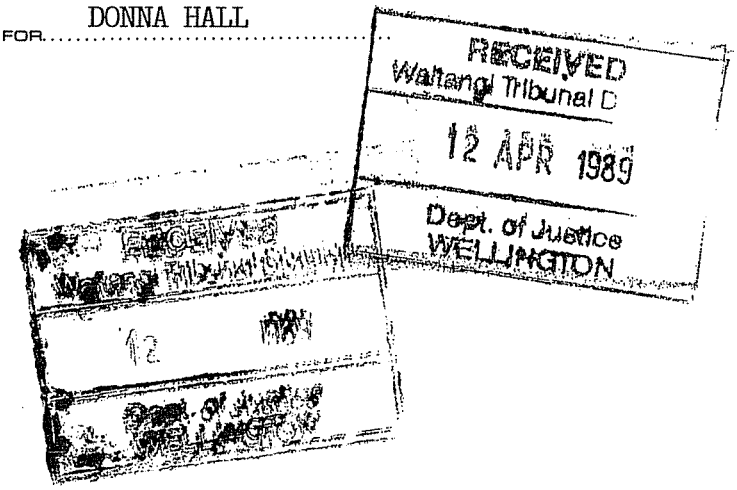
DRUIDS CHAMBERS, CORNER LAMBTON QUAY & WOODWARD ST.,
WELLINGTON, 1, N.Z.

CABLES & TELGRAPHIC ADDRESS: "NOTANDA" WELLINGTON
FAX: (N.Z. CODE 644) 731-346

OFFICIAL

OUR REF. DMTTH:sl

IF CALLING ASK FOR DONNA HALL



19 April 1989

To the Registrar
Waitangi Tribunal
Tribunals' Division
Justice Department
Private Bag
Postal Centre
WELLINGTON

Tena ano Koe,

AMENDMENT OF CLAIM, AND ADDITIONS TO CLAIM

1. We, whose names are given below, and who are the claimants in a notice of claim dated 30 March 1987 relating to the land commonly known as Te Ngae Mission Farm, hereby amend and add to that claim as follows

AMENDMENT OF CLAIM

2. (a) That in view of the report filed by P Maxwell, it appears to us that the origin of the Church's title was not in fact an award from the Lands Claims Commission based upon the agreements as signed, but was a unilateral grant by Governor Grey, without consultation with Rangiteaorere, and upon terms of trust with which we had not agreed.

(b) That the Crown Grant was the action of the Crown contrary to the principles of the Treaty of Waitangi, in that it alienated our land without our permission, consent or approval and upon terms of trust that were not agreed to.

(c) The Act or other authority empowering Governor Grey to take that step was contrary to the principles of the Treaty.

(d) We therefore claim damages from the Crown, for the loss of use and occupation of the land and general damages for alienating our land without our consent.

ADDITIONS TO CLAIM

3. (a) Persons of Ngati Rangiteaore including the claimants in this claim, are also the owners of a block of land known as Whakapoungakau 4C, which includes the whole of our lake, called Lake Rotokawau, and an area of land surrounding, to the rim of the former crater. Lake Rotokawau sits in an extinct volcano.

(b) In the 1920's, when Sir Apirana Ngata was Minister of Maori Affairs, the Government proposed a massive development to convert our bush lands to farmlands. Our forebears were not convinced that the project was good, especially as it was proposed to settle on the land, under leases, persons who were not of our tribe.

(c) Nonetheless it seemed to our forebears that they could not stop it, but when the Maori Land Court sat to divide up the land for farming, the first thing our forebears did was to insist that certain areas of very special importance to them, would be cut out. In the result 3 areas were cut out, on 25 June 1924, and they were

Whakapoungakau 4A which is an urupa
Whakapoungakau 4C which is also an urupa and
Whakapoungakau 4C which is Lake Rotokawau.

Our forebears intended that the Lake would never be disturbed, and that as the surrounding lands were brought into farming, Lake Rotokawau, and its associated bush for as far as the horizon as viewed from the lake, would remain, as a reminder of what our lands were once like.

Accordingly, after hearing our forebears, the Judge of the Maori Land Court directed that 4C be cut out "to include the Lake Rotokawau and surrounding slopes to make 194 acres" (Rotorua Minute Book 74/213 of 25.6.24, but with underlining added).

(d) Whakapoungakau 4C however, remained unsurveyed. In the meantime Maori Affairs developed the surrounding lands, and the farmers they settled on the land, who were not of our tribe, were assisted to buy out our tribal land-owners, until, quite often, the lessees became the major shareholder. Then, as the lessees reached retirement age, about the 1950's and 60's, they called Meetings of Owners to sell their farms. Since they held major shares in the block, our people were often outvoted, and the farms were sold.

(e) As the farms were sold, we continued to think our lake was still protected, together with the surrounding lands to the crater's edge. But surveys were done in the 1960's, as the adjoining farms were sold, and the surveys depicted the adjoining farm blocks on the Western side of the lake as holding title to the lake's edge. This we say, was wrong. The original title for the lake, which we understand was PR 160/2, gave a straight line and not the lakes edge, as the boundary. The survey gave no regard to the Judge's direction to include the surrounding land with the lake title.

(f) Those surveys required the approval of the Chief Surveyor. We had already lost some 600 acres because we could not pay the money for the surveys that were done. Nonetheless, it was practice for the Surveyors at that time, to nibble away at Maori land wherever they could. We claim that the action of the Chief Surveyor in approving plans without adequate regard to our interests was contrary to the principles of the Treaty, as the effect was to deny us the full, exclusive and undistrubed possession of our lake and surrounding lands.

(g) The effect on us has been

(i) the loss of the crater edge land on the western side of the lake, reducing Whakapoungakau 4C from 194 acres to 192- ac 1r 28p.

(ii) that the owners of the adjoining land, now Kiwi Ranch, have been able to cut through the bush, cutting down trees, to provide an access way to the lake for the many children who stay there, and we have been powerless to do anything, for their title (quite wrongly), gives the lake edge as the boundary.

(iii) we ourselves have lost vehicular access, because the land now owned by Kiwi Ranch, and which ought to have been ours, is the only area providing practical access.

(h) In addition, a roadway has been laid out and sealed to a point near to the crater edge. It continues as a "paper roadway" to the lake edge. It is a public road, with the result that we cannot prevent the general public from gaining access.

(i) We had no advice of the laying off of the road. We never agreed to it. The lake is not public property. There was no right for the road to be so laid out as to make it public property.

(j) By allowing roadways to be laid off the Crown has threatened the full exclusive and undisturbed possession of our lands.

(k) We are prejudiced because the native bush has been cut on one side, we have no practical access except across Kiwi Ranch land, and the public can get legal access to the lake edge along a paper road.

(l) We should also not have to pay rates for a lake that we have kept in virgin condition, and which produces no income. We have kept our lake clean. We have kept motor boats out (although Kiwi Ranch now runs one boat there). There is now much broken glass around the lake, horses have been ridden into it and our lake is now under threat.

WE ASK AS FOLLOWS

1. That Piri Wiri Patrick, retired Registrar of the Maori Land Court at Waiariki, Rotorua, and now living at 29 Robinson Avenue Holdens Bay, be engaged by the Tribunal to research and report on the whole record of surveys, roadways, and rates, that he report to the Tribunal, and that he be authorised to engage a surveyor if need be.

2. That the Tribunal recommends

   - that the land on the western side of the lake be restored to the 4C title, or in the alternative, that we be given a right of way over that land.
   - that the public road to the lake be closed and that the land therein be vested in the 4C title.
   - that the land be made exempt from rating.

3. That we be allowed to amend our claim after Mr Patrick has reported.

Dated at Rotorua this day of 1989

The Aho Welsh of Tikitere, Kuia
Amarama Te Kirikaramu
Tuku Hohepa
Ngana Te Kirikaramu
Ngawai Dulcie Hapeta
Dr Ngahuia Te Awekotuku
Montigue Rangiteaorere Curtis
Constance Mary Ganderton
Bonita Makarena Morehu
James Te Kiri
Pirihira J Fenwick
Rauawa Manahi

By their solicitor
and duly authorised agent

D M T HALL